

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   15	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 19-Dec-2001		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) GF/EGF Pump Controls	
6. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET E ST PAUL MN 55101-1638		CODE DACW37		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW37-01-R-0013	
				X		9B. DATED (SEE ITEM 11) 21-Nov-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.  Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Sealed Offer due date is extended until 1600 local time 28 Dec 01							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		19-Dec-2001	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**1. QUESTIONS AND RESPONSES.**

QUESTION: Antenna poles. Is there an approximate maximum pole height based upon existing sites? Are all poles free standing or are some of the poles attached to the side of buildings or tri-podded on top of a building?

**RESPONSE: Only minimum pole height is given. Contractor shall determine maximum height based on approved radio path study. All pole are free standing as specified.**

QUESTION: Peer-to-Peer: The two existing radio communication systems appear to be of a communication polling type, not a peer-to-peer type. Page 71 of 272 paragraph 2b of the contract documents indicates that 'the communication module shall allow peer-to-peer communications with other PLCs.' should this be a requirement? This capability will only add complexity and therefore cost to the system should the peer-to-peer functionality not be used. This will also add additional cost to the reconfiguring of the existing remotes, as they will have to be upgraded to meet this requirement in order to be compatible with the new remotes. The antenna scheme, directional at each remote stations and omni at the master stations, would also have to be modified to implement peer-to-peer communications.

**RESPONSE: The reference to Peer-to-Peer communication is in error. A revised paragraph 2.b has been provided in the amendment 001.**

QUESTION: Programming. Page 71 of 272, paragraph 2b indicates 'The communication module of PLCs remotely shall allow programming of the PLC to be done locally through the use of a laptop computer or from the master control station or the remote workstation'. Should remote PLC programming be a requirement? It does not appear as though the existing system has this feature. This requirement would add complexity and cost to the system. Remote programming would require that different PLC hardware be used than is presently in place at the existing stations. This would also add significant costs to the reconfiguring of the existing remote stations to bring this feature to the existing remote stations should option bid items #019 and #032 be exercised.

**RESPONSE: The reference to Peer-to-Peer communication is in error. A revised paragraph 2.b has been provided in the amendment 001.**

QUESTION: The specification (page 58) does not include iso-barriers for the floats and the x-ducer. Please advise.

**RESPONSE:** Note changes to the solicitation in this amendment that address the requirements for the float/transducer system.

QUESTION: Where does the autodialer get mounted? Is this the software dialer for the master station computer? (Pg 77).

**RESPONSE:** The autodialer is a separate piece of equipment, and it is located with the Operator Workstation. The software dialer is separate and required as part of the Operator Workstation.

QUESTION: Do you really want 240 minutes of backup on the UPS at the operator's workstations? (Pg 81).

**RESPONSE:** The solicitation is amended to provide for 30 minutes of backup operation.

QUESTION: It's not clear if we are to supply IFIX in GF's and Cimplicity in EGF's. Please clarify. PG 82

**RESPONSE:** IFIX is used in Grand Forks, and Cimplicity is used in East Grand Forks.

QUESTION: With the staging requirements of this job; isn't the factory test a mute point? If not, explain better how this will be accomplished. Pg. 91

**RESPONSE:** Factory testing is required. Note changes to the requirement included in this amendment.

QUESTION: Explain the tax issues. Are we to include MN/ND tax?

**RESPONSE:** The contractual transaction between the Federal Government and Contractor is not taxable by the states, however Contractor purchases of supplies and services from subcontractors or manufacturers may be. It is the Contractor's responsibility to account for tax on materials, supplies, and services within their bid.

QUESTION: Are phase monitors required at each site? Attachment D.

**RESPONSE:** No.

QUESTION: Reference spec page 64, Are phase monitor panels required?

**RESPONSE:** Phase monitoring panels are not required. Phase monitoring should be an intrinsic part of the SSRV motor controller.

QUESTION: What is the communication media between the two master SCADA computers? EGF to GF

**RESPONSE:** There is no communication connection between the systems in Grand Forks and East Grand Forks. Each is a separate pump control system for the respective community.

**QUESTION:** If the optional re-configuration of sewage lift station are accepted, please explain what is required? Are we to keep the existing radio communications as is and only to integrate at the master scada computers? Or are we to convert existing radios to new to match the new system?

**RESPONSE:** The level of effort required by the Contractor would be contingent upon the level of standardization and compatibility designed into the new system. Minimally we expect that integrating the existing stations into the new Master Control Station will require re-tuning radio transmission frequencies at the pump station to communicate with the new receiver.

**QUESTION:** Do we need a bid bond with our proposal and if so, what percent?

**RESPONSE:** No Bid Bond is required by this solicitation.

**QUESTION:** When does the period of the performance bond end, at the end of controller installation, or at the end of the warranty period? Can the bonded amount be reduced for work completed over the life of the contract?

**RESPONSE:** The performance bond term covers through the warranty period as indicated on the standard Government bond form 1416 and 1418 (informational copies are provided with amendment 001). The solicitation has been amended to require a payment bond. The contract shall be bonded to the amount specified in the solicitation for the life of the contract, however it is customary in the surety industry to 'free up' bonding capacity based on completed work. Exact terms of the bond are between the Contractor and the Surety.

**QUESTION:** In talking to Allen Bradley and GE about the specs for the PLCs and they told me that they do not make anything that meets those specs exactly. Are the specs absolute or can there be a deviation from the PLCs?

**RESPONSE:** Although details were not provided, issues with the specification likely stem from the requirements for peer-to-peer networking, and programmability from the master control station that are discussed in responses above. The associated paragraphs have been amended to remove these requirements from the specification. It is the responsibility of the Bidder to provide a proposal that meets the requirements of the solicitation.

**QUESTION:** I noticed that there are run-time meters on the existing pump controls and would like to know if they are to be included in the new pump controls.

**RESPONSE: Run-time meters shall be provided. A paragraph amendment has been added for this item.**

QUESTION: Is it supposed to be digital interface for the starters? What type of interface does the GE starters support? I assume that the AB starters are using a smart-interface and think the GE starters might be using something similar.

**RESPONSE: A digital interface is required. Determination of capability and selection of various supplier products to meet the solicitation is the responsibility of the Bidder.**

QUESTION: Input/Output (I/O) Points: Attachment B, II. General, M.3, Control Description (Pumping Station). Paragraph M.3.(a)(2) on page 59 states "Provide all control panels installed in duplex pump stations with extra panel space for one future stormwater pump."

Paragraph M.3.(g) on page 60 states "Install front panel mounted items and PLC capacity for up to 4 stormwater pumps, and 1 sump pump. See pump station listing for requirements."

Paragraph Q on page 61 states "Inputs to and outputs from the control system shall be in accordance with the Input/Output (I/O) Summary Table shown on the drawings."

Please clarify the I/O and front panel mounted item quantities. Also, are East Grand Forks drawing #8 and Grand Forks drawing #8 in Attachment D, the referenced I/O Summary Table drawings?

**RESPONSE: The supervisory control panel on duplex stations should allow space within the panel to accommodate an additional pump. The listing referred to in paragraph M.3.(g), page 60, is Table A on page 51 of 272 in the solicitation. The I/O Summary Table is a Contractor submitted, and Government approved, listing of the system I/O points. Paragraph Q on page 61 has been revised by amendment to clarify.**

QUESTION: Programmable Logic Controller (PLC): Attachment B, XIV. Products, F.2, Modular PLC states "The system configuration shall allow for the removal and/or installation of modules under power". The currently installed Allen Bradley SLC hardware does not allow installation and/or removal of modules under power. Reference Allen Bradley Publication 1747-6.2, December 1996, SLC500™ modular Hardware Style, Installation and Operation Manual, Chapter 6, Page 6-1.

**RESPONSE: The paragraph has been amended to remove the requirement for "under power" removal of PLC modules.**

QUESTION: Standard Indicator Light. Attachment B, XIV. Products, H.1(e), on page 76 states that "lights shall be push test (lamp) type". Is the individually testable lamp function required to be in addition to the single "Lamp Test" pushbutton, as shown on the drawings in Attachment D?

**RESPONSE: Either an individually testable lamp function or a single lamp test pushbutton is acceptable.**

QUESTION: Network Interface Card: Attachment B, XIV. Products, I.1(o) on page 81 states that the network interface card shall use a 16-bit interface to the data bus. Is this a minimum 16-bit interface, or is an ISA network interface card required?

**RESPONSE: This is a minimum requirement.**

QUESTION: Printers. Attachment B, XIV. Products, I.3, Printers. Paragraph I.3. on page 81 states "A laser printer shall installed at each of the following connections the Master Control Station computer and the operator workstation." We assume this means a laser printer at each Master Control Station computer and at the operator's remote workstation, for a total of three (3) laser printers. Paragraph L.1., Consumable Supplies, on page 90 requires supplies for not only laser printers but also for color inkjet printers and dot matrix printers. Please Clarify.

**RESPONSE: The list of consumable supplies has been revised by this amendment.**

QUESTION: Door Mounted Components: Attachment B, II. General, M.2, Supervisory Control Panels. Paragraph M.2 on page 58 states "Items (g) thru (n) shall be door mounted and labeled. Attachment B, XIV. Products, H.1., Control Panel Components. Paragraph H.1.(a). on page 76 requires that the Control Panel enclosure have both an exterior and interior door. Please clarify which door the components should be mounted on.

**RESPONSE: The components shall be mounted on the exterior door, so as to be visible and operable without opening the cabinet. The solicitation has been amended to remove the requirement for the interior door.**

QUESTION: Environmental Conditions: Attachment B, II. General, S, Environmental Conditions. Paragraph S on page 62 states that the provided equipment shall be operable over a temperature range of 2 to 95 degrees Fahrenheit. Attachment B, XIV. Products, H, Control Panels. Paragraph H.1.(a).6. on page 76 requires that the Control Panels Flat Panel Operator Interface Module's operating temperature range shall be 32 to 122 degrees Fahrenheit. Please clarify.

**RESPONSE: The environmental conditions in the general section govern in the absence of other conditions set forth for individual components within the system. When stated, the operating parameters for a specific product or component are applicable to that component.**

QUESTION: Dynamic Database Update: Attachment B, XIV. Products, J, Master Control Station Software. Paragraph J.10.(c). on page 87 states "The dynamic database shall be updated from the field, allowing the

operator to select update times from 0.1 seconds to 2.0 seconds." Please clarify what this timing parameter defines. Is this the time it takes for the Master Control Panel to obtain data on a per Control Panel basis through a polled radio telemetry system?

**RESPONSE: Your reading is correct.**

**2. ADDITIONS/CORRECTIONS TO THE SOLICITATION.**

- A. Change paragraph IV.E.7 on page 43 of 272 to read, " The master control station for each city shall be installed and on-line within 120 days of *successful* start-up of the first pump station in each Phase I construction contract. Estimated completion dates for the first pump stations are *May 30, 2001* for both cities..."
- B. Change paragraph VI.C on page 47 of 272 to read, " ...Estimated completion dates for the first pump stations are *May 30, 2001* for both cities... ..programming required to add pumping stations from later stages shall be scheduled to coincide with the construction contractor's completion schedules."
- C. Change paragraph IV.E.8 on page 43 of 272 to read, "... The Contractor shall provide additional hardware as necessary to assure signal, logic, and connection compatibility with the new master control station. *Re-configuration shall include a point-by-point validation of reported data from the integrated systems at the master control station.* Existing pump stations are operating facilities, and the Contractor shall schedule all work on the stations with each respective City, in order to avoid interruptions in service."
- D. Change paragraph IV.H.6.(d), page 45 of 272 to read, "The Contactor shall perform a complete point-by-point verification of all *I/O, and reported data* at each pump station and master control stations."
- E. Replace Table C, Government Furnished Mechanical Systems, on page 52 of 272, with attached revised table. (see file: "Amd1TableC.pdf")
- F. Replace Table E, Option Item #0019, on page 54 of 272, with attached revised table. (see file: "Amd1TableE.pdf")
- G. Replace Table F, Option Item #0032, on page 55 of 272, with attached revised table. (see file: "Amd1TableF.pdf")
- H. Change paragraph M.1.(a) 4), page 58 of 272 to read, "4) Radio/Modem transceiver with antenna, mast, coaxial cable, surge suppression, and grounding."
- I. Change paragraph M.2.(d), page 58 of 272 to read, "4) Radio/Modem transceiver with antenna, free standing pole with anchor bolts, coaxial cable, surge suppression, and grounding."
- J. Insert new sub-paragraph (o) into paragraph M.2, page 58 of 272 which reads,  
    "(o) Float switches and analog level sensors with intrinsically safe relays."

K. Change table of reported conditions IV.O., page 60 of 272 as follows  
(Changes are shown in ***Bold Italics***),

Alarmed Conditions		
	<u>Condition</u>	<u>Alarm Level</u>
1. Pump Station		
a.	Intrusion	A
b.	High Temperature (Control Room)	B, C @ T = 36 hrs
c.	Low Temperature (Control Room)	B, C @ T = 36 hrs
2. Emergency Generator Set (NFPA 110 Level 2)		
a.	High Battery Voltage (Over Charging)	<b><i>D</i></b>
b.	Low Battery Voltage (Charger Failure)	<b><i>B</i></b>
c.	Normal Battery Voltage	<b><i>D</i></b>
d.	Generator Running (Has Output Voltage)	A
e.	Normal Utility Supply (Utility Co Supplying Load)	<b><i>D</i></b> , C @ T = 1 min
f.	EPS Supplying Load (Has Output Voltage)	A, C @ T = 2 min
g.	Pre-Low Oil Pressure	B
h.	Low Oil Pressure (Gen Set Shutdown)	C
i.	High Coolant Temp (Gen Set Shutdown)	C
j.	Low Engine Temp (Engine Heater Malfunction)	<b><i>B</i></b>
h.	Overspeed (Engine Shutdown)	C
i.	Overcrank (Engine Failed to Start)	C
j.	Not in Auto (Engine Control Switch Position)	<b><i>B</i></b>
k.	Battery Charger Malfunction (Charger Signaling Failure)	B, C @ T=48 hrs
l.	High Fuel (95% Fuel remaining Switch)	<b><i>D</i></b>
m.	Low Fuel (50% Fuel remaining Switch)	B, C @ T = 24 hrs
n.	Low Coolant Level	B
o.	Fuel Tank Leak (Detection Switch)	<b><i>B</i></b>
3. Wet Well		
a.	Analog Level in ft. & in.	A, B
b.	High Level	B, C @ T = 15 min
c.	Low Level	B, C @ T = 15 min
4. Control		
a.	Telemetry Failure	B, C @ T = 1 min
b.	Programmable Controller (PLC) Power Fail	B, C @ T = 1 min
c.	Phase Failure (Electric Service)	A, C @ T = 5 min
5. Pumps (per pump, incl. Sump Pumps)		
a.	Stator Over Temp	B
b.	Bearing Over Temp	B
c.	Seal Failure	B
6. Pump Motor Controllers		
a.	Phase to Phase Voltage	D
b.	Phase Current	D
c.	KW	D
d.	KWH	D
e.	Pump Run Hours (Elapsed Time)	A
f.	Power Factor	D
g.	% Thermal Capacity Utilized	D
h.	Power Loss (per phase)	<b><i>B</i></b>



i.	Phase Reversal,	<b>B</b>
j.	Under Voltage	<b>B</b>
k.	Over Voltage	<b>B</b>
l.	Stall	<b>B</b>
m.	Jam	<b>B</b>
n.	Excess Starts per Hour	<b>B</b>
o.	Overload	<b>B</b>
p.	High Controller Temperature	<b>B</b>
q.	<del>Underload</del>	<del>A</del>
r.	Voltage Unbalance	<b>B</b>
s.	Start Fault	<b>B</b>
t.	Line Fault	<b>B</b>
P.	Alarm levels are shown for information only.	
	Level A	Display, Print & Store.
	Level B	Display, Print, Store & Note for next day service.
	Level C	Display, Print, Store & Alarm for immediate or emergency service. T = Time Delay. All time delays shall be adjustable through control program.
	Level D	Display.

- L. Revise paragraph Q. Control System Points, page 61 of 272 to read, "...shall be in accordance with the Input/Output (I/O) Summary Table as shown on approved Contractor drawings."
- M. Delete the last sentence of paragraph XIV.F.2, page 71 of 272 that reads, "The system configuration shall allow for the removal and/or installation of modules under power."
- N. In paragraph H.1.(a) Enclosures, delete the portion of the last sentence that reads, "...and a single, continuously hinged interior door."
- O. Change paragraph XIV.F.2.(b), page 71 of 272 to read,  
 "(b) Communications Module: The communications module shall provide PLC to communications with the Master Control Station. The communication module shall utilize the manufacturer's standard communication architecture and protocol, ethernet architecture and protocol or a combination of these. The communication module shall permit local programming of the PLC with a laptop computer."
- P. Insert new paragraph XIV.H.1.(m) on page 79 of 272 as follows,  
 "(m) ELAPSED TIME METER. 7 digit LCD type, Display 0.338 in height, Backlit LCD, PNP/NPN DC voltage, Key-protect switch to prevent front resetting, Selectable time range: 99999.9h or 999h59m59s or 9999h59.9m, NEMA 4/IP66 front, Replaceable battery."
- Q. Change paragraph I.5, page 81 of 272 to read, "...The units shall be sized to provide a minimum of 30 minutes of operation of the Master Control Station..."

R. In paragraph L.1 CONSUMABLE SUPPLIES, page 90 of 272, remove the following items,

- (d) color printer ink cartridges: 2 per color.
- (e) Dot matrix printer ribbons: 2 each.
- (f) Color printer paper: 2 boxes.
- (g) Alarm printer fanfold paper: 1 box.

S. Change paragraph N, line 1, page 90 of 272 to read, "The *Master Pump Control System* shall be tested..."

T. Change table in paragraph N.1, page 91 of 272 as follows,

Factory Test	
Master Pump Control System Workstation and Control Panel	One for each City
Test Set	One of each type
Portable Tester	One of each type
Communication Circuits	One of each type and speed to be utilized in the proposed system including bridges, modems, encoder/decoders, transceivers and repeaters.
Surge protection equipment	For, power communications, I/O functions and networks.
Triplex Supervisory Control Panel	One for each City
I/O Functions	Sufficient to demonstrate the I/O capability and system normal operation.
Software	Required for proper operation of the proposed system including application programs and sequences of operation.

U. Change paragraph XV.C.2, page 94 of 272 to read,

"...The test procedure shall be site specific and based on a *point-by-point verification* of the inputs and outputs, required calculated points and the sequence of control. The Contractor shall demonstrate that the installed Control system complies with the contract requirements. All physical ..."

V. Clause 52.211-8 TIME OF DELIVERY (JUN 1997) on page 134 of 272 is deleted and the following is added:

" 52.211-8            TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

#### REQUIRED DELIVERY SCHEDULE

(1) The contractor shall deliver the supply items listed in CLINs 0001 through 0033 in accordance with the following :

a. Table C, in ATTACHMENT A, FLOOD CONTROL PUMPING SYSTEM, provides estimated dates for start and duration of construction contracts containing

subject pump stations. The proposed construction schedule is approximate, and is subject to change.

b. Orders for control systems fabricated for specific pump stations, except for orders made at the time of award of this contract, Change paragraph 52.211-8 (a)(1)b, page 134 of 272 to read, will be made by the Contracting Officer a minimum of 90 days in advance of the date needed by the construction contractor. For control systems ordered at the time of award, 90 days will be allowed, from the date of award, for delivery of the systems. The contractor shall coordinate the fabrication of equipment and supply services with the construction contractor, upon receipt of request from the Contracting Officer. Planned delivery dates and delivery location shall be coordinated with both the Contracting Officer and the construction contractor.

c. The order shall be made on a Standard Form 30, cite this provision, and specify the dates by which the items are to be delivered (in no event less than 90 days from the date of the order). The Contracting Officer may place and order for any supply item (or combination of items) by written notice to the contractor at any time after award of this contract and before December 31, 2005. The order shall be made on a Standard Form 30, cite this provision, and specify the dates by which the items are to be delivered (in no event less than 90 days from the date of the order).

d. The Government anticipates that an order for the first four control systems will be placed immediately upon award of the contract.

(2) The Support Engineering Services shall be delivered as directed by the Contracting Officer by written notice to the contractor. That notice will not require the contractor to commence work until at least 60 days after the date of the notice. The notice may specify the date that the services are to commence or provide the contractor with a date by which the services must be complete. In the latter situation, the contractor shall be responsible for scheduling a mutually agreeable delivery date with the Corps' Western Area Office.

a. If the Government requires the contractor to commence Support Engineering Services after December 31, 2006, the contractor shall be entitled to an adjustment in the price of that CLIN - that price adjustment shall be computed as provided in paragraph b. of this clause.

b. If the Government requires the commencement of Support Engineering Services after December 31, 2006, the price for those CLINS shall be adjusted [either upward or downward] based on the Engineering News-Record Construction Cost Index (ENR-CCI). The adjustment [either upward or downward], shall be based on the ratio between the ENR-CCI for July of 2004 and the monthly ENR-CCI that is most current on the date that the option is exercised or the Contracting Officer's notice to initiate work is issued. That index can be viewed at <http://www.enr.com/cost/costcci.asp>."

(3) Staggered Delivery for Support Engineering Services - For the services identified, the Contracting Officer may require the services for each pump station to be provided individually, in combination, or

all in one effort. The contractor's pricing for each pump station shall include all labor, equipment, materials, per diem and travel necessary to perform the services at that pump station. If the Government requires the contractor to perform any combination of the services described in the schedule as Support Engineering Services in a single visit to the project site, the Government shall be entitled to an equitable reduction in the contract price in the amount of direct cost of travel saved by combining the services.

(4) System Integration Services shall be completed within 60 days following the successful start-up of the final pumping station.

(5) Time is of the Essence

(a) Time is of the essence in performing this contract. The delivery dates and performance periods established by this contract are critical to the successful and timely completion of the flood control projects for Grand Forks and East Grand Forks.

(b) The Government has awarded, and will award, other contracts for the construction of pump stations and other project features in reliance on the delivery dates and performance periods established by this contract. Some of the work under those separate contracts will depend on your timely performance under this contract and the completion dates in those contracts may be dependant on your timely and successful performance under this contract.

(c) If the Contractor fails to deliver conforming supplies or perform the services within the times specified in this contract, the Contractor shall reimburse the Government for the actual damages incurred by the Government as a result of the Contractor's late or substandard performance. The Contractor shall not be liable for late performance under this clause if the late performance is excusable under the provisions of paragraphs (c) and (d) of clause 52.249-8 DEFAULT (FIXED -PRICE SUPPLY AND SERVICE) (APR 1984).

(d) The rights and remedies of the Government under this clause are in addition to any other rights that the Government may have available under any other provision of this contract."

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery

date is later than the required delivery date, the offer will be considered may be consider unacceptable and rejected.

(End of Clause)"

W. Add "Start-Up Report: Sample" to City of Grand Forks typical equipment configuration drawings. (see file: "Amd1StartupSample.pdf")

X. Delete the following from the solicitation:

- a. Section F, Deliveries and Performance, DELIVERY INFORMATION. Delete the entire table, pages 130-133 of 272.
- b. Clause 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN, page 160 of 272.
- c. Clause 52.219-14, LIMITATIONS ON SUBCONTRACTING, page 164 of 272.
- d. Clause 52.219-16, LIQUIDATED DAMAGES-SUBCONTRACTING PLAN, page 164 of 272.
- e. Clause 52.219-7003, SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS), page 203 of 272.

Y. In Clause 52.215-4005, PREPARATION AND EVALUATION OF PROPOSALS, change the outline letter of paragraph E. TECHNICAL MERIT. Page 265 of 272, from "E." to "B."

Z. In Clause 52.215-4005, PREPARATION AND EVALUATION OF PROPOSALS, change the outline letter of paragraph E. PAST PERFORMANCE, Page 269 of 272, from "E." to "C."

AA. In Clause 52.215-4005, paragraph 5.A on Page 265 of 272, add an additional sentence after the sentence ending, "...of the contract documents." which reads,

"In addition, the offeror must demonstrate the ability to obtain the bonding required by Clause 52.228-16 of the solicitation."

BB. In Clause 52.215-4005, paragraph 5.A.(a) on Page 265 of 272, add additional item (5) which reads,

"(5) A certification of the Offeror's ability to obtain required bonding for this contract, as represented by the completion of the form "Demonstrated Ability to Obtain Required Bonding" attached to Amendment 001. The certification shall be provided in original form as executed by the Offeror and an attorney-in-fact for their proposed Surety."

CC. Delete Clause 52.228-16 Performance and Payment Bonds--Other than Construction (SEP 1996)- Alternate I(SEP 1996) and insert the following:

**"52.228-16-- Performance and Payment Bonds -- Other Than Construction  
(July 2000)**

(a) *Definitions.* As used in this clause -- *Original contract price* means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to one hundred (100) percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to one hundred (100) percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within ten (10) days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the:

U.S. Department of Treasury  
Financial Management Service  
Surety Bond Branch  
401 14th Street, NW, 2nd Floor, West Wing  
Washington, DC 20227

(End of Clause)"

DD. In Section I insert the following:

**"52.217-7 -- Option for Increased Quantity -- Separately Priced Line  
Item (Mar 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)"

EE. Contract Line Items Numbers (CLINs) 0018 and 0030 are hereby identified as Option Items.

FF. Copies of the Performance (STANDARD FORM 1416) and Payment (STANDARD FORM 1418) Bond forms (See attached) are provided for your convenience. Please notice the aforementioned clause 52.228-16-- Performance and Payment Bonds -- Other Than Construction (July 2000) requires "The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to one hundred (100) percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to one hundred (100) percent of the original contract price."

GG. CLIN 0032 is revised to read "Performance and Payment Bonds" rather than "Performance Bond"

**3. On page 1 of 272 (Standard Form 33), Block 9 is revised to show the Sealed Offer due date as 1600 local time 28 Dec 2001.**